

REMARKS

Claims 1-10, 12 and 14-35 are presented for examination.

Claims 1-7, 10, 12, 15-22 and 24-32 are rejected as unpatentable over French Publication No. 2,411,260. Claims 1-3, 10, 12, 14-16, 19-21, and 24-32 are rejected under 35 U.S.C. 102(e) as anticipated by Lunn, et al. U.S. 4,999,325 in view of the attached magnified printout of FIG. 2 thereof. Claims 1-3, 10, 15-21 and 45 are rejected as anticipated under 35 U.S.C. Section 102(e) as anticipated by Marmon, et al. U.S. 6,465,073. Claim 4-5, 8-9, 17-18 and 22 are rejected as obvious over Lunn or Marmon.

The independent claims have been amended to indicate that the nonwoven provided is formed of fibers "of polypropylene homopolymer." See page 11, lines 14-18. Webs formed of such fibers are essentially non-elastic, as evidenced by the fact that Marmon et al. U.S. 6,465,073 required "an elastic sheet" to be laminated to his polypropylene web. Marmon teaching nothing regarding how to vary the extendability of an essentially non-elastic nonwoven.

Abuto, et al., U.S. 6,096,668 is directed to "elastic film laminates" and not to nonwoven webs. Further, while Abuto may loosely refer to "elastic polypropylene" or low density polyethylene elastomer" (col., 6, lines 35-40), a close reading of the specification renders it clear that Abuto is not talking about homopolymers, but rather copolymers - - for example, an ethylene elastomer formed of ethylene monomers polymerized with an alpha-olefin (col. 6, lines 52-56) or block copolymers (col. 7, line 60, 64), polymer blends (col. 7, line 43), and the like.

Additionally, the independent claims have been amended to require that the regular pattern of bonding points be selected from the group consisting of 4 patterns as follows:

(i) Where each of the bonding points has an aspect ratio of 1:1 (that is, the bonding points are circles or squares), and the spacing therebetween varies orthogonally.

In other words, the spacing between the bonding points will vary between a first direction and a second direction which are orthogonal to one another. Neither Lunn nor Marmon teach such bonding points having an aspect ratio of 1:1. Such a bonding point is taught only in FIG. 1 of the French publication. It is there characterized as representing only the prior art and failing to provide the desired results (translation, page 6, second paragraph). Indeed, the French publication sets forth a lower limit for the aspect ratio for its bonding points of about 1.5:1 (translation, page 7, at the end of the second full paragraph). Accordingly, the cited prior art fails to teach the use of any characteristic where the bonding points have an aspect ratio of 1:1.

(ii) Where each bonding point has an aspect ratio other than 1:1, and the major and minor axes of each bonding point are nonparallel to the major and minor axes, respectively, of substantially all adjacent bonding points.

Consider the references which show bonding points having aspect ratios other than 1:1. Marmon shows a first grouping of bond lines which are parallel to one another, and a second grouping of bond lines that are parallel to each other but perpendicular to the first grouping. Only where the two patterns are contiguous is there

any non-parallel relationship of one bond point to an adjacent bond point. Lunn shows a central bond point 40 or 42 having adjacent thereto four similar bond points 40 or 42 and four different bond points 42, 40. Thus, at least half of the adjacent bond points have the major and minor axes parallel to the major and minor axes, respectively, of the central bonding point. The French publication in FIGS. 2-5 shows the major and minor axes of each bonding point being the same, with none being non-parallel. Accordingly, none of the references teach this characteristic.

(iii) Each bonding point being formed from a collection of smaller bonding points that are grouped together.

This characteristic has already been indicated as being allowable in connection with Claims 23 and 33-35 as there is no motivation in the art to use such a configuration.

(iv) Combinations of (i), (ii) and (iii).

Characteristic (i) is illustrated in FIG. 1 of the present application, and characteristic (ii) is illustrated in FIG. 2 (where only two of the adjacent bond points have major and minor axes parallel to those of the central bonding point).

In view of the above amendments and remarks, reconsideration of the rejection and allowance of all claims is respectfully requested.

If an extension of time is required to enable this document to be timely filed and there is no separate Request for Extension of Time, this document is to be construed as also constituting a Request for Extension of Time Under 37 C.F.R. § 1.136(a) for a period of time sufficient to enable this document to be timely filed. Any fee required for

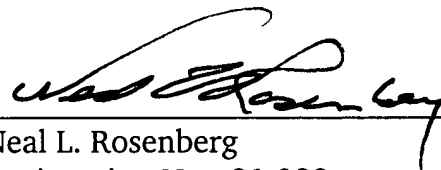
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such a Request for Extension of Time and any other fee required by this document pursuant to 37 C.F.R. §§ 1.16 and 1.17 and not submitted herewith should be charged to the Deposit Account of the undersigned attorneys, Account No. 01-1785; any refund should be credited to the same account. One copy of this document is enclosed.

Respectfully submitted

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